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14 Attorneys for Defendant
15 PAC-12 CONFERENCE

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 OAKLAND DIVISION

19
20 IN RE COLLEGE ATHLETE NIL
LITIGATION

Case No. 4:20-cv-03919-CW

**DECLARATION OF SCOTT
PETERSMAYER IN SUPPORT OF
JOINT ADMINISTRATION OMNIBUS
MOTION TO SEAL**

1 I, Scott Petersmeyer, declare as follows:

2 1. I am General Counsel of Defendant Pac-12 Conference (the “Pac-12” or the
3 “Conference”). This declaration is based on my personal knowledge and investigation, and if
4 called as a witness to testify, I could and would testify competently to the following facts.

5 **Background**

6 2. I make his declaration in support of the parties’ Joint Administrative Motion to Seal
7 filed on September 15, 2023 (ECF No. 318). I submit this declaration pursuant to the Stipulation
8 and Order as Modified Modifying Sealing Procedures Relating to Class Certification Briefing and
9 Related Documents (ECF No. 207) and Civil Local Rule 79-5, *et seq.*, for the United States District
10 Court for the Northern District of California.

11 3. I joined Pac-12 Enterprises, a subsidiary of the Pac-12, in January 2014, and since
12 then have served in various roles. For my first five years at Pac-12 Enterprises, I worked on the
13 Conference’s in-house legal team. In July 2019, I became Pac-12 Enterprises Associate General
14 Counsel, where I handled the Pac-12’s legal affairs more generally. In December 2022, I became
15 interim General Counsel of the Pac-12, and in March 2023 I was elevated to General Counsel of
16 the Conference.

17 4. From my various roles at the Pac-12, I have become intimately familiar with the
18 Pac-12’s business, strategy, and finances. I have detailed knowledge of the Conference’s revenue
19 streams and the contracts from which the Conference derives that revenue. As a result, I am well-
20 apprised of the terms and conditions embodied in the Conference’s various broadcast media
21 agreements and its other commercial contracts, including how these contracts fit into the
22 Conference’s business more broadly and its strategic objectives. I also have knowledge of the Pac-
23 12’s financial information. Furthermore, I am aware of the measures the Conference has to taken
24 to maintain the confidentiality of its sensitive, competitive, or proprietary information.

25 **Sealing of the Pac-12’s Confidential Information**

26 5. I understand that on October 21, 2023, Plaintiffs filed a motion seeking class
27 certification in this case (ECF No. 209-1), which is now fully briefed. I further understand that the
28 parties submitted numerous filings in support of and in opposition to that motion for class

1 certification, many of which are voluminous and rely on documents and information produced in
2 discovery by the Pac-12, as well as documents and information produced by other parties and non-
3 parties.

4 6. The Pac-12 considers certain information included in the parties' various
5 submissions to be highly confidential and competitively sensitive, and the property of the
6 Conference. That information is identified in Exhibit 1 attached hereto. Specifically, documents
7 identified in Exhibit 1 reflect (1) the terms and conditions embodied in the Pac-12's highly
8 confidential broadcast media agreements, and/or (2) the Pac-12's highly confidential financial
9 information. The Pac-12 respectfully requests that the Court grant the parties' sealing motion and
10 order that these two categories of highly confidential information be sealed.

11 7. I understand that to file a document or information under seal, a party must
12 "establish that a document, or portions thereof, are sealable." Civ. L.R. 79-5(c). Where the sealing
13 is in the context of a motion to certify a class, I understand that the Ninth Circuit requires the party
14 to show that "compelling reasons" exist to protect the information from public disclosure.
15 *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178–79 (9th Cir. 2009); *see also*
16 *IntegrityMessageBoards.com v. Facebook, Inc.*, 2021 WL 3771785, at *21 (N.D. Cal. Aug. 24,
17 2021).

18 8. For the reasons set forth below, there exist "compelling reasons" to protect the terms
19 and conditions found in the Pac-12's highly confidential broadcast media agreements and its highly
20 confidential information identified in Exhibit 1. *Kamakana*, 447 F.3d at 1178–79.

21 9. ***Confidential Broadcast Media Agreements.*** The documents submitted in
22 connection with the class certification motion summarize, reference, and/or quote the terms and
23 conditions embodied in the Pac-12's broadcast media agreements. These provisions are highly
24 confidential and proprietary, and the result of extensive negotiations between the Conference and its
25 contractual counterparties.

26 10. The terms found in the Pac-12's broadcast agreements concern items such as the
27 amount of fees paid to the Conference under those agreements, the timing and frequency for when
28 those fees are paid, the transfer and licensing of the Conference's media rights and intellectual

1 property, the Conference's production and telecast obligations, and the selection of sports games
 2 and other sporting events and game broadcasting obligations regarding thereof. It takes the Pac-12
 3 and its counterparties many months to negotiate some of these terms.

4 11. The Pac-12 has taken substantial measures to maintain the confidentiality of the
 5 terms in its broadcast media agreements. For example, not all Pac-12 employees are permitted to
 6 access its broadcast media agreements, and the limited group of employees who are permitted
 7 access are required to treat them as confidential. The broadcast agreements themselves also
 8 generally contain express confidentiality provisions.

9 12. If the terms of the Pac-12's broadcast agreements were to be disclosed publicly, the
 10 Conference would suffer substantial and irreparable harm. The Pac-12 would be at a competitive
 11 disadvantage in negotiating with its current counterparties or other potential counterparties because
 12 those counterparties could use the confidential contract terms against the Pac-12 in contract
 13 negotiations. Public disclosure of these terms would thus prejudice the Pac-12's bargaining
 14 position and ability to negotiate future broadcast media agreements. It would also undermine the
 15 Pac-12's ability to renegotiate the terms of its current broadcast media agreements. Further, if the
 16 Pac-12's contractual counterparties fear future public disclosure of their highly confidential
 17 agreements with the Pac-12, it would further jeopardize the Pac-12's future negotiations because
 18 counterparties may agree to different provisions if they know the public might have access to the
 19 broadcast media agreements.

20 13. The Pac-12's highly confidential broadcast media agreements are therefore properly
 21 the subject of sealing.

22 14. ***Confidential Financial Information.*** The documents submitted in connection with
 23 the class certification motion also summarize, reference, or quote the Pac-12's highly confidential
 24 financial information. This financial information includes detailed breakdowns of the Pac-12's
 25 finances, such as the specific dollar amounts and proportions of revenue that the Pac-12 derives
 26 from specific sources. It also includes analyses of the Pac-12's finances in reference to the financial
 27 terms of the Conference's contractual entitlements, including from broadcast media agreements.
 28 The financial information embodied in the class certification briefing and related documents also

1 disclose detailed information about the Pac-12's financial aid distributions, such as information
2 pertaining to distributions made from the Student Assistance Fund.

3 15. The Pac-12 does not publish or share this type of financial information publicly, and
4 documents containing information concerning the Pac-12's finances are kept strictly confidential.
5 The Pac-12 limits access to its employees who have a legitimate need for them. Employees who
6 are permitted to access this information are well-aware that it is non-public and are instructed to
7 maintain confidentiality.

8 16. The Pac-12 would be harmed if this highly confidential financial information is
9 revealed. Public access to this detailed financial information could be used to reverse engineer the
10 financial terms and conditions that are embodied in the Pac-12's broadcast media agreements,
11 which are highly confidential and proprietary, and extensively negotiated. *See supra* ¶¶ 10–12. It
12 would also reveal the Conference's financial decisions and priorities more generally, which could
13 further allow the Conference to be exploited by its contractual counterparties.

14 17. The Pac-12's highly confidential financial information is therefore properly the
15 subject of sealing.

16 18. The limited redactions proposed above, and in Exhibit 1 and the Proposed Order,
17 are narrowly tailored and seek to seal only highly confidential and sensitive information, the public
18 disclosure of which would harm the Pac-12. Indeed, the Pac-12 does not move to maintain the
19 confidentiality of 25 entries in the Proposed Order. These documents, filed provisionally under
20 seal by the parties, do not contain any information that the Pac-12 seeks to maintain under seal, and
21 may be filed in the public record.

22 19. For the reasons set forth above and in Exhibit 1, the Pac-12 respectfully requests
23 that the Court seal the information identified above, in Exhibit 1, and in the Proposed Order
24 submitted with the sealing motion.

25 **Sealing of Pac-12 Member Institutions' Confidential Information**

26 20. The Pac-12's twelve (12) member institutions are third parties to this litigation.
27 Eight of these member institutions produced documents in discovery that likewise contained
28 information that was designated as confidential and that is reflected in the papers submitted in

1 support of or opposition to Plaintiffs' motion for class certification. The member institutions with
 2 information that was designated as confidential are as follows: (1) the University of Arizona;
 3 (2) Arizona State University; (3) the University of Oregon; (4) Oregon State University; (5) the
 4 University of Washington; (6) Washington State University; (7) the University of Southern
 5 California; and (8) University of California, Los Angeles.

6 21. On September 15, 2023, counsel for the Pac-12 separately notified legal
 7 representatives of each of the eight above-mentioned member institutions of their obligations to
 8 submit a declaration by September 29, 2023 in support of sealing their confidential information,
 9 should they desire that such information be sealed. *See* ECF No. 207 at 4 ("The Parties shall also
 10 notify any applicable Non-Party Designating Parties of the procedures set forth in Local Rule 79-
 11 5(f)(3) and as modified herein. . . ."). Along with that notification, counsel for the Pac-12 also
 12 provided these member institutions with their specific confidential information that is subject to the
 13 parties' sealing motion.

14 22. I understand from counsel that all eight of these member institutions acknowledged
 15 receipt of the notice provided by the Pac-12 and that some of those member institutions will
 16 proceed to file declarations in support of sealing.

17
 18 I declare under penalty of perjury under the laws of the United States of America and
 19 pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

20 Executed on this 29th day of September 2023 at San Ramon, California.

21
 22 By: Scott Petersmeyer
 23 Scott Petersmeyer
 24 General Counsel of the Pac-12 Conference
 25
 26
 27
 28

CERTIFICATE OF SERVICE

I hereby certify that on September 29, 2023, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system which will send notification to the email addresses registered.

/s/ Whitty Somvichian
Whitty Somvichian

EXHIBIT 1

Exhibit 1 to the Declaration of Scott Petersmeyer

Expert Report of Daniel A. Rascher (ECF No. 209-2)				
Entry	Seal Text	Designation	Description	Reason for Sealing
150.	p. 76 ¶ 156	NSC	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
151.	p. 77 ¶ 156	NSC	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
152.	p. 77 n. 174	NSC	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
177; 178; 179.	p. 90-91 Ex. 9, n.208	NSC	The redaction conceals a chart that Plaintiffs' claim shows the total annual broadcast media revenue generated by the Pac-12 from the media rights in the Conference's basketball and football deals, and also from the media rights associated with the College Football Playoff and NCAA Tournament.	Reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
181.	p. 92 Ex. 10	NSC	The redaction conceals a chart that Plaintiffs' claim shows the total Pac-12's BNIL damages for each year from 2016 through 2021 broken down by sport, as well as for the other A5 conferences, which is based on financial information that the Pac-12 does not publicly disclose.	Together with publicly available information, reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
182.	p. 93 Ex. 11	NSC	The redaction conceals a chart that Plaintiffs' claim shows the total number of putative class members from the Pac-12 for each year from 2016 through	Together with publicly available information, reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does

			2021 broken down by sport, as well as for the other A5 conferences, which is based on information that the Pac-12 does not publicly disclose.	not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
183.	p. 94 Ex. 12	NSC	The redaction conceals a chart that Plaintiffs' claim shows the Pac-12's per class member BNIL damages for each year from 2016 through 2021 broken down by sport, as well as for the other A5 conferences, which is based on financial information that the Pac-12 does not publicly disclose.	Together with publicly available information, reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
196.	Appx Ex. C.7	NSC	The redaction conceals a chart that Plaintiffs' claim shows the total annual broadcast media revenue generated by the Pac-12 from the media rights in the Conference's basketball and football deals, and also from the media rights associated with the College Football Playoff and NCAA Tournament, and distribution from thereof.	Reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
Expert Report of Edwin S. Desser (ECF No. 209-3)				
Entry	Seal Text	Designation	Description	Basis for Sealing
215; 218; 221	p. 25-7 Sec. 6.7	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms relating to the transfer of media rights, the disclosure of which would reveal competitively sensitive	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or

			and confidential information about the terms of the Pac-12's broadcast media agreements.	renegotiate its current broadcast media agreements.
234.	p. 47 n. 49	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms that govern the distribution of revenues generated from Pac-12 sports and sporting events and the entities to whom those revenues are distributed, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreements.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
239.	p. 48 n. 55	Confidential	The redaction conceals details about confidential financial information relating to the formulas used to calculate revenue distributions made by the NCAA to the Pac-15 and the other A5 conferences.	Together with public disclosed information, reveals in detail the revenue the Pac-12 generated from specific broadcast media agreements and other commercial agreements, which is highly confidential and competitively sensitive.
Defendants' Joint Opposition to Plaintiffs' Motion for Class Certification (ECF No. 249)				
Entry	Seal Text	Designation	Description	Basis for Sealing
258.	p. 7:13	NSC	The redacted text conceals the identity of each A5 conference associated with Plaintiffs' per-player BNIL damages figures by sport, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	Together with public disclosed information, reveals in detail the revenue the Pac-12 generated from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of the Pac-12's broadcast media agreements. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements, because public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
261;	p. 12:25,	NSC	The redaction conceals	Reveals the identity of an A5

262.	13:1		the identity of an A5 conference that is associated with Plaintiffs' posited per-player BNIL figures for a men's basketball player, which together with publicly available information reveals the financial terms of that A5 conference's broadcast media agreements.	conference that, together with Plaintiffs' posited nonredacted BNIL figures, reveals in detail the revenue that A5 conference generates from broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements, because public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
264.	p. 14:18-19	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms related to the proportion of revenue and royalties the Pac-12 receives from specific sources, the disclosure of which would reveal competitively sensitive and confidential financial information about the terms of the Pac-12's broadcast media agreements.	Reveals the substance of financial terms concerning revenues and royalties that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
Declaration of George Kliavkoff (ECF No. 249-3)				
Entry	Seal Text	Designation	Description	Basis for Sealing
294; 295; 296; 297; 298.	p. 6:19-28, 7:1-5, 8:8-17, 8:22-26	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms related to revenue and royalties the Pac-12 receives from specific counterparties, as well as payment schedules and allocations of fees, the disclosure of which would reveal competitively sensitive and confidential financial information about the terms of the Pac-12's broadcast media agreements.	Reveals the substance of financial terms concerning revenues and royalties that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate their current broadcast media agreements.

Expert Report of Catherine Tucker, Ph.D (ECF No. 251-1)				
Entry	Seal Text	Designation	Description	Basis for Sealing
339.	p. 46, ¶ 56	NSC	See SEC Declaration.	See SEC Declaration.
341.	p. 47, Table 2	NSC	The redaction conceals a table that contains what Plaintiffs claim is the per-player BNIL damages amount for a men's basketball player who attends various Pac-12 schools, and also compares that amount to the amounts potentially available from other A5 and non-A5 conferences, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	Together with public disclosed information, reveals in detail the revenue the Pac-12 generated from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of the Pac-12's broadcast media agreements. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements, because public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
342.	p. 54, ¶ 63	Confidential	See NCAA Declaration.	See NCAA Declaration.
343.	p. 55, Fig. 3	Confidential	See NCAA Declaration.	See NCAA Declaration.
347.	p. 64, n.146	NSC	The redaction conceals Plaintiffs' posited per-player BNIL damages amount for a Pac-12 football player, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	In connection with publicly disclosed information, reveals the revenue the Pac-12 derives from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of specific broadcast media agreements to which the Pac-12 is a party. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, which are unique to the Pac-12, to prevent being prejudiced in future negotiations with broadcast entities.
348.	p. 67, Table 5	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
349.	p. 67 n.153	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
351.	p. 68 ¶ 76	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.

352.	p. 68 (Table 6)	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
353.	p. 68 n.154	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
355.	p. 71 (Table 7)	Highly Confidential – Counsel Only	See NCAA Declaration.	See NCAA Declaration.
360 and 361.	p. 102 (Tbl. 8 and Note 1)	NSC	The redaction conceals the dollar amount that Plaintiffs claim is the maximum proposed BIL payments for Pac-12 member schools, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	Together with public disclosed information, reveals in detail the revenue the Pac-12 generated from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of the Pac-12's broadcast media agreements. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements, because public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
371, 372, and 373.	p. 115-16 (Figs. 7 & 8, and Notes)	Confidential	The redaction conceals the dollar amount of what Plaintiffs claim are the Student Assistant Fund distributions to full-scholarship student-athletes at various Pac-12 schools.	Reveals confidential Pac-12 financial information reflecting the Conference's financial decisions with respect to distributions of aid to student-athletes.
378.	p. 118 (Fig. 9)	Confidential	The redaction conceals a table that Plaintiffs claim shows the total Assistant Fund distributions that are proportionally allocated to various Pac-12 schools.	Reveals confidential Pac-12 financial information reflecting the Conference's financial decisions with respect to distributions of aid to student-athletes.
392 and 393.	p. 129 (¶ 146 and n.328)	NSC	The redaction conceals the identity of an A5 conference that is associated with Plaintiffs' posited per-player BNIL figures for a men's basketball player, which together with publicly available information reveals the financial terms of that A5 conference's broadcast media	Reveals the identity of an A5 conference that, together with Plaintiffs' posited nonredacted BNIL figures, reveals in detail the revenue that A5 conference generates from broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements, because public disclosure of such

			agreements.	terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
395.	p. 136 ¶ 151	Confidential	The redaction conceals the identity of A5 conferences in the context of a discussion regarding the how the recruitment of student-athletes is a function of the revenue the A5 conferences receive from their broadcast media contractors and the relative amount that certain A5 conferences receive as compared to one another.	Reveals the relative amounts of revenue that various A5 conferences receive from their broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 takes measures to maintain the confidentiality of the financial terms in its broad media agreements and the amount of revenue it generates from those agreements, because public disclosure of such terms and financial information would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
399.	p. 139 (Table 9)	Confidential	See NCAA Declaration.	See NCAA Declaration.
409.	p. 151 ¶ 168 (a)	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
410.	p. 152 ¶ 168 (b)	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
411.	p. 152 n.386	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
412.	p. 152 n.389	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
444 and 445.	p. 201 (Tbl. 13 and n.530)	Highly Confidential – Counsel Only	See NCAA Declaration.	See NCAA Declaration.
446.	p. 202 ¶ 243	Highly Confidential – Counsel Only	See NCAA Declaration.	See NCAA Declaration.
456.	p. 204 ¶ 245	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.

474.	p. 218 ¶ 257	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
477.	p. 218 n.575	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
483.	p. 219 ¶ 259	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
488.	p. 220 (Table 15)	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
492.	p. 220 n.528	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
508.	p. 226 ¶ 265	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
512.	p. 227 (Table 16)	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
513.	p. 227 n.603	Highly Confidential – Counsel Only	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
525.	p. 240 n.662	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
542.	p. 252 ¶ 300	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
543.	p. 252 n.680	Highly Confidential – Counsel Only	The redaction conceals a chart that Plaintiffs’ claim shows the total Pac-12’s BNIL damages for each year from 2016 through 2021 broken down by sport, as well as for the other A5 conferences, which is based on financial information that the Pac-12 does not publicly disclose.	Together with publicly available information, reveals the revenue the Pac-12 derives from its broadcast media agreements. This information is highly confidential and not publicly disclosed. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, and public disclosure of such detailed revenue figures would irreparably prejudice the Pac-12’s bargaining position and undermine its ability to negotiate future broadcast media agreements or

				renegotiate its current broadcast media agreements.
544.	p. 252 n.682	Confidential	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.
Expert Report of Bob Thompson (ECF No. 251-2)				
Entry	Seal Text	Designation	Description	Basis for Sealing
556.	p. 10	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's the other A5 conferences' broadcast media agreements with ESPN, including terms related to distribution of Pac-12 and other A5 conference sports and sporting events, and also game broadcasting obligations, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's and the other A5 conferences' broadcast media agreements.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
568 and 571.	p. 12 ((4) and n.36)	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with ESPN, FOX, and the Pac-12 Networks, including terms related to distribution of Pac-12 sports and sporting events, and also game broadcasting obligations, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreements.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
585.	p. 15 n.49	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms related to data rights held by the	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's

			Pac-12's counterparties, disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreements.	bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
587 and 592.	p. 16-17, n.54	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with ESPN, including terms related to distribution of Pac-12 sports and sporting events, and also game broadcasting obligations, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreement with ESPN.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
600 and 602.	p. 19, n.61	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements, including terms related to distribution of Pac-12 sports and sporting events, and also game broadcasting obligations, among the Pac-12's multiple network partners, disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreements.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
604.	p. 20-21 n.63	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with FOX, including terms related advertising, the disclosure of which would reveal competitively sensitive and confidential information about the	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast

			terms of the Pac-12's broadcast media agreement with FOX.	media agreements.
605.	p. 21 n.64	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with FOX, including terms related to advertising, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreement with FOX.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
609.	p. 22 n.69	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with FOX, including terms related to distribution of Pac-12 sports and sporting events, and also game broadcasting obligations, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreement with FOX.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
616.	p. 24 n.76	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements with FOX, including the specific rights and duties that the parties have under the agreement, the disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreement with FOX.	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
618 and 623.	p. 25 n.79	NSC	The redaction conceals details about confidential terms and conditions in the Pac-12's broadcast media agreements,	Reveals the substance of terms that were highly negotiated and found in the Pac-12's broadcast media agreements, which are confidential and competitively sensitive. Public

			including terms related to the channels on which certain sports sporting events are to be distributed, disclosure of which would reveal competitively sensitive and confidential information about the terms of the Pac-12's broadcast media agreements.	disclosure of such terms would irreparably prejudice the Pac-12's bargaining position and undermine its ability to negotiate future broadcast media agreements or renegotiate its current broadcast media agreements.
Kilaru Declaration, Ex. 7, Excerpts from Deposition Transcript of Daniel Rascher (ECF No. 251-7)				
Entry	Seal Text	Designation	Description	Basis for Sealing
690; 691.	p. 69:2-3, 4-5	NSC	The redaction conceals Plaintiffs' posited per-player BNIL damages amount for a Pac-12 football player and a another A5 conference's football player, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	In connection with publicly disclosed information, reveals the revenue the Pac-12 derives from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of specific broadcast media agreements to which the Pac-12 is a party. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, which are unique to the Pac-12, to prevent being prejudiced in future negotiations with broadcast entities.
732.	p. 202:12- 16	NSC	The redaction conceals Plaintiffs' posited per-player BNIL damages amount for a Pac-12 football player, which together with publicly available information reveals the financial terms of specific Pac-12 broadcast media agreements.	In connection with publicly disclosed information, reveals the revenue the Pac-12 derives from specific broadcast media agreements. This information is highly confidential and not publicly disclosed. It could be used to derive the total financial value of specific broadcast media agreements to which the Pac-12 is a party. The Pac-12 does not make available detailed line-item information about the financial aspects of its broadcast media agreements, which are unique to the Pac-12, to prevent being prejudiced in future negotiations with broadcast entities.
Plaintiffs' Reply Memorandum in Support of Motion for Class Certification (ECF No. 289)				
Entry	Seal Text	Designation	Description	Basis for Sealing
751.	p. 9:8-10	NSC	The Pac-12 is not requesting that this information be maintained under seal.	The Pac-12 is not requesting that this information be maintained under seal.